

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

MICROSOFT CORPORATION,
a Washington corporation

Plaintiff,

v.

PANTHERPRO, INC., a Nebraska
corporation d/b/a Quickteq
Computers; and KEVIN KNUDSON,
an individual

Defendants.

No. 4:10-CV-3118

PERMANENT INJUNCTION

This matter comes before the Court on the Stipulation of Plaintiff Microsoft Corporation (“Microsoft”), and Defendants Pantherpro Inc., d/b/a Quickteq Computers and Kevin Knudson, an individual, for a permanent injunction and final judgment in this matter. Having reviewed the Stipulation, the Court finds it should be approved.

IT IS THEREFORE ORDERED that Defendants along with their directors, principals, officers, agents, servants, employees, representatives, successors and assigns, and all those persons or entities acting in concert or participation with them, shall be and hereby are PERMANENTLY ENJOINED and restrained from:

(a) imitating, copying, or making any other infringing use or infringing distribution of software programs, components, end user license agreements (“EULA”) or items protected by Microsoft’s registered trademarks and service

mark, unless authorized or licensed by Microsoft, +including, but not limited to, the following Trademark Registration Nos.:

- (1) 1,200,236 ("MICROSOFT");
- (2) 1,256,083 ("MICROSOFT");
- (3) 1,872,264 ("WINDOWS"); and
- (4) 2,744,843 (COLORED FLAG DESIGN);

or the software programs, components, EULA, items or things protected by the following Certificate of Copyright Registration No.:

- (1) TX 5-407-055 ("Windows XP Professional");

and any other works now or hereafter protected by any of Microsoft's trademarks or copyrights;

(b) manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any software program, component, EULA, item or thing bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any of Microsoft's registered trademarks or service mark, unless authorized or licensed by Microsoft, including, but not limited to, the Trademark and Service Mark Registration Nos. listed in Paragraph (a) above;

(c) using any simulation, reproduction, counterfeit, copy, or colorable imitation of Microsoft's registered trademarks or service mark including, but not limited to, the Trademark and Service Mark Registration Nos. listed in Paragraph (a) above, in connection with the manufacture, distribution, offering for distribution, sale, offering for sale, advertisement, promotion, or display of

any software, component, EULA, item or thing not authorized or licensed by Microsoft;

(d) using any false designation of origin or false description which can or is likely to lead the trade or public or individuals erroneously to believe that any software, component, EULA, item, or thing has been manufactured, produced, distributed, offered for distribution, advertised, promoted, displayed, licensed, sponsored, approved, or authorized by or for Microsoft, when such is in fact not true;

(e) using the names, logos, or other variations thereof of any of Microsoft's copyright and/or trademark-protected software programs in any of Defendant's trade or corporate names;

(f) engaging in any other activity constituting an infringement of any of Microsoft's trademarks, service mark and/or copyrights, or of Microsoft's rights in, or right to use or to exploit these trademarks, service mark, and/or copyrights or constituting any dilution of Microsoft's name, reputation, or goodwill; and

(g) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in paragraphs (a) through (f) above.

Any relief sought in the pleadings not granted herein is DENIED. Judgment hereby is entered accordingly.

DATED this ____ day of June, 2011.

Richard G. Kopf
United States District Judge

4834-9464-9609, v. 1